

REQUEST FOR PROPOSALS FOR EMPLOYMENT SERVICES

RFP: 2026-883



Project Name:

Temporary Employment Services

Applicable NIGP Commodity Codes: 962-69

Contracting Agency:

**City of Aztec
Attn: Brenda Blake
Purchasing Specialist
201 W Chaco
Aztec New Mexico 87410**

Telephone: (505) 334-7652

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of a qualified firm to provide temporary technical, non-technical & skilled employment services on an as needed basis to be determined by the City.

B. BACKGROUND INFORMATION

The City of Aztec is located in the northwest corner of New Mexico, 15 miles northeast of Farmington, New Mexico and 36 miles south of Durango, Colorado. Aztec is the county seat for San Juan County and has a population of approximately 6,129. The boundaries for the City encompass a land area of 12.53 square miles. The City owns and operates its Electric, Water, and Wastewater and Solid Waste Utilities. The City provides a variety of municipal services including Police Department, Municipal Court, Community Development, Library, Senior Center, General Services, Animal Control, Motor Vehicle Dept, Visitor Center, and Municipal Airport.

C. SCOPE OF PROCUREMENT

Request for Proposal to provide services consisting of Temporary Employment Services to perform various duties as assigned on demand as needed.

Temporaries required may cover a wide range of occupations, including but not limited to the following occupational categories Non-Technical, Skilled & Technical

This Agreement shall be renewed automatically, subject to the appropriation of funds by the City Commission, from year to year for four (4) additional consecutive one (1) year periods.

D. PROCUREMENT SPECIALIST

The City of Aztec has assigned a Procurement Specialist who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Brenda Blake, Procurement Specialist

Telephone: (505) 334-7652

Email: procurement@aztecnm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Specialist. Offerors may contact **ONLY** the Procurement Specialist regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the City of Aztec.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the**

Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Specialist will **NOT** be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“Agency” means the City of Aztec

“Amendment” means a written or graphic instrument issued prior to the opening of Proposal, which clarifies, corrects, or changes the Request for Proposal.

“Award of Contract” shall mean a formal written notice by the City that a firm has been selected to enter into a contract for services. Any Award of Contract that has not resulted in a written contract offer to the Offeror, within 6 months or written notice, shall not be considered an award for the purposes of the Project Listing Form.

“Business Hours” means weekdays (Monday – Thursday) 7:00 am thru 5:30 PM MST/MDT, whichever is in effect on the date given.

“City” means the City of Aztec

“Close of Business” means (Monday – Thursday) 5:30 PM MST/MDT, whichever is in effect on the date given.

“Confidential” means confidential financial information concerning respondent’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

“Contractor” means the offeror selected by the City pursuant to this Request for Proposals.

“Desirable” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“Determination” means the written documentation of a decision of a procurement specialist and the Selection Committee including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by The Procurement Specialist and Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“Finalist” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“Mandatory” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Owner” is the City of Aztec (COA).

“Price Agreement” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“Procurement Specialist” means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“Proposal” is the offeror’s response to this RFP

“Redacted” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

“Responsive Offer” or **“Responsive Proposal”** means an offer or proposal, which conforms in all material aspects to the requirements set forth in the Request for Proposals (RFP). Material aspects of responses to the Request for Proposals (RFP) include, but are not limited to price, quality, quantity or delivery requirements.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Specialist. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Specialist in such cases.

“Selection Committee” means a body appointed by the Procurement Specialist to perform the evaluation of Offeror proposals.

“Selection Committee Report” means a report prepared by the Procurement Specialist and the Selection Committee for submission to the Commission for contract award that contains all written determinations resulting from the conduct of a procurement requiring the of competitive sealed proposals.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

“Overtime” Shall be defined as any time approved in advance by City in excess of forty (40) hours per standard work week. Weekend work shall not be considered overtime unless the hours worked are in excess of forty (40) hours for that work week. Pay rate for approved overtime hours shall not be greater than one- and one-half times the regular rate of pay (time and one-half).

“Payrolled Temporary” Shall be defined as person(s) recruited by the City but hired through the Offeror to provide the City with temporary employment services.

“PERA” Shall be defined as a State of New Mexico public employee’s retirement program provided for in the Public Employees Retirement Act, Magistrate Retirement Act, or Judicial Retirement Act.

“Recruited Temporary” Shall be defined as person(s) recruited and hired by the Offeror to provide temporary employment services.

“Retiree” Shall be defined as a person who is being paid a normal, deferred or disability PERA pension on account of that person’s membership in PERA.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Specialist will make every effort to adhere to the following schedule*:

Action	Responsibility	Date
1. Issue RFP	City	September 22, 2025
2. Acknowledgement of Receipt Form	Potential Offerors	September 30, 2025
3. Deadline to submit additional Questions	Potential Offeror	October 01, 2025
4. Response to Written Questions	Procurement Specialist	October 7, 2025
5. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	October 20, 2025
6. Proposal Evaluation	Evaluation Committee	October 21, 2025
7. Selection of Finalists, Oral Presentation(s), Best and Final Offers	Evaluation Committee/Finalist Offerors	October 22 to October 28 2025
8. Protest deadline	SPD	Within 15 days after Knowledge of Awarding Contract
9. Finalize Contract/Contract Award	City/Finalist Offerors	Upon Approval from City Commission

*Subject to change at the discretion of City of Aztec

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of RFP

This RFP is being issued by City of Aztec on behalf of its members and Participating Entities.

2. Acknowledgement of Receipt

The pre-proposal conference is an opportunity for potential offerors to verify information and ask questions regarding the RFP. All interested parties are encouraged to attend. Any important information provided during a non-mandatory pre-proposal conference will be documented and made available through formal addendum and posted within on the City of Aztec BidNet Procurement Portal. Any questions for which answers are not immediately addressed during the conference will also be addressed in a formal addendum

3. Deadline to submit written questions/request for clarification

Potential Offerors may submit written questions or request for clarification as to the intent or clarity of this RFP until 5:00 PM MT on the date indicated in the Sequence of Events. All questions **must be submitted in writing only** to the Procurement Specialist specified in this RFP or via BidNet Direct City of Aztec's procurement portal. Questions or communications submitted to anyone other than the Procurement Specialist is considered unauthorized and may result in disqualification of a submitted proposal.

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the City of Aztec's procurement portal at <https://www.bidnetdirect.com/new-mexico/cityofaztec> and may be emailed to parties who submitted questions.

5. Submission of Proposal

PROPOSALS MUST BE SUBMITTED ONLINE VIA THE CITY OF AZTEC PROCUREMENT PORTAL AT:

<https://www.bidnetdirect.com/new-mexico/cityofaztec>

Offerors who do not have the ability to submit online, or who cannot successfully upload the proposal via the online portal, must contact the Procurement Specialist specified in this RFP prior to the deadline for submittal to obtain information on an alternate method of submittal. When using an alternate method of submittal, it is the responsibility of the offeror to ensure timely receipt of the proposal. City of Aztec assumes no responsibility for, and will reject, late submittals (unless only one proposal is received).

6. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by City of Aztec and the Procurement Specialist. During this time, the Procurement Specialist may, at their option, initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

7. Selection of Finalists, Oral Presentation(s), Best and Final Offers

The Evaluation Committee may select, and the Procurement Specialist may notify "finalist" offerors. Only finalist offerors will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of City of Aztec.

8. Protest Deadline

In accordance with NMSA 1978, § 13-1-172, any Offeror who is aggrieved in connection with the award of a contract may protest to the City of Aztec Finance Department. The protest must be

submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Brenda Blake
Procurement Specialist
City of Aztec
201 W Chaco
Aztec, NM 87410

The 15-day protest period shall begin on the day following the date of written notice of action from the Finance Department. Protests must include the name and address of the protestant, the solicitation number, and a statement of ground for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

9. Finalize Contractual Agreements

A member of the evaluation committee will present the finalist to the City Commission for final approval. Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or soon thereafter. This date is subject to change at the discretion of the City of Aztec Procurement office.

After review of the Evaluation Committee Report and the signed contractual agreement, the City of Aztec Procurement Specialist will award as per the schedule in Section II. A., Sequence of Events or soon thereafter. This date is subject to change at the discretion of the City of Aztec Procurement Specialist.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the City of Aztec, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and Commission approval.

In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the City of Aztec reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the City of Aztec which may derive from this RFP. The City of Aztec, entering into a contractual agreement with a vendor, will make payments to only the prime contractor.

4. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City of Aztec's personnel will not merge, collate, or assemble proposal materials.

5. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Specialist and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

6. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

7. Disclosure of Proposal Contents

Proposals will be kept confidential until negotiations and the award are completed by the City of Aztec. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Specialist will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- A. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- B. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
- C. PLEASE NOTE: The price of products offered, or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the City of Aztec shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

8. No Obligation

This RFP in no manner obligates the City of Aztec to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

9. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City of Aztec determines such action to be in the best interest of the City of Aztec.

10. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The City of Aztec's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

11. Legal Review

The City of Aztec requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Specialist.

12. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

13. Basis for Proposal

Only information supplied, in writing, by the City of Aztec through the Procurement Specialist or in this RFP should be used as the basis for the preparation of Offeror proposals.

14. Contract Terms and Conditions

The contract between the City of Aztec and a contractor will follow the format specified by the City of Aztec and contain the terms and conditions set forth in the Sample Contract Appendix H. However, the City of Aztec reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City of Aztec discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the City of Aztec (and its evaluation team), the proposal appears to be conditioned on

the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX H) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City of Aztec may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the City of Aztec and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief description of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Describe any work, whether by subject area or nature of work, which would not be covered by your compensation proposal.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

15. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the City of Aztec. Please see Section II.C.15 for requirements.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the City of Aztec and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

17. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. Change in Contractor Representatives

The City of Aztec reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the City of Aztec, adequately meeting the needs of the City of Aztec.

20. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. City Rights

The City of Aztec, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of a potential Offeror's proposal.

22. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the City of Aztec written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or the City of Aztec's contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the City of Aztec.

24. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the City of Aztec.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring the City of Aztec's written permission.

25. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the City of Aztec, the Offeror acknowledges that the version maintained by the City of Aztec shall govern the City's electronic e-procurement system through <https://www.bidnetdirect.com/new-mexico/cityofaztec>

27. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX C, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the identified official. **Failure to complete and return the signed unaltered form will result in disqualification.**

28. Letter of Transmittal Form

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in **APPENDIX B** which must be completed and signed by an individual person authorized to obligate the company. The Letter of Transmittal form **MUST**:

- Identify the submitting business entity.
- Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
- Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
- Describe the relationship with any other entity which will be used in the performance of this awarded contract.
- Identify the following with a **check mark** and **signature** where required:
 - **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - **Explicitly** indicate acceptance of Section V of this RFP
 - **Acknowledge receipt** of any and all amendments to this RFP
 - Be **signed** by the person identified in paragraph 2 above.

29. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with The City of Aztec for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
2. has within a three-year period preceding this offer been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b) violation of Federal or state antitrust statutes related to the submission of offers; or
 - c) the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c) Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B.** Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C.** The Contractor shall provide immediate written notice to the City of Aztec Procurement Specialist or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D.** A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F.** The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City of Aztec Procurement Specialist. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the City of Aztec may terminate the involved contract for cause. Still further the City of Aztec may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City of Aztec.

30. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **must** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

- A. New Mexico Business Preference**
- B. New Mexico Resident Veterans Business Preference**
- C. New Mexico Resident Native American Preference**
- D. New Mexico Resident Native American Veteran Preference**

The City of Aztec shall not award a business multiple preferences: a resident business preference, a resident veteran business preference, a resident native American preference, or a native American veteran preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

31. Bribery and Kickbacks

By law (Section 13-1-191, NMSA, 1978) the City is required to inform Offerors of the following:

- (1)** it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978);
- (2)** it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978);
- (3)** it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

32. Conflict of Interest

- A.** Offeror warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract.
- B.** Offeror must notify the City's Chief Procurement Officer if any employee(s) of the requesting department or the Finance Department have a financial interest in the Offeror. If yes, the Offeror must specify the employee(s) name in their proposal.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one (1) proposal in response to this RFP.

B. NUMBER OF COPIES

One copy of the proposal shall be uploaded to BidNet @ <https://www.bidnetdirect.com/new-mexico/cityofaztec>. The uploaded document will be maintained as the original submittal. Additional information or documents may be uploaded together with the original submittal or as separate documents if related to the proposal but must be submitted together under the same RFP link by the deadline date and time.

C. PROPOSAL FORMAT

The ability to follow instructions and formatting is important to City of Aztec. Attention to detail shows the evaluation team your level of commitment to this RFP and your work as an organization. Proposals not following the correct format may be deemed non-responsive and rejected on that basis.

- Letter of Transmittal Form (signed) (APPENDIX B)
- Table of Contents
- Proposal Summary (Optional)
- Response to Contract Terms and Conditions
- Offeror's Additional Terms and Conditions
- Response to Specifications Organizational Experience
- Campaign Contribution Disclosure Form (APPENDIX C)
- Debarment/Suspension Certification Form (APPENDIX D)
- New Mexico Preferences (If applicable) (APPENDIX E)
- Organizational References (APPENDIX G)
- Other Supporting Material (If applicable)
- Fee Calculation and Cost Form (signed) (APPENDIX F)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only on the cost proposal form.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

1. General Requirements

- a) The selected Contractor must provide highly qualified, properly trained, and experienced temporary personnel (personnel) on a short term (less than twelve months) or long-term (greater than twelve months) basis to work at various City locations or work sites assigned to meet the City's temporary employment needs. The Contractor is the legally responsible employer of the personnel and maintains that relationship during the time personnel are assigned to the City.
- b) Personnel requirements may cover a wide range of occupations including, but not limited to, the following categories:
 - Non-Technical: office/clerical, administrative support, and light industrial.
 - Skilled: skilled craft workers with typical hand tools of their trade, laborers, mechanics, maintenance, and repair specialists.
 - Technical: computer personnel, estimators, planners, expeditors, surveyors, architectural designers and drafters, engineers (various engineering disciplines including transportation), civil designers and drafters, technical writers, illustrators, CAD designers, graphics specialists, and construction inspectors.
- c) The categories identified above do not reflect any specific classification groupings. No guarantee of actual service requirement is implied or expressed by these category groupings.
- d) Service requirements must be determined by the City's actual need at the time of the request.
- e) This agreement must be non-exclusive whereby the City reserves the right to acquire Temporary Employment Services, at its sole discretion, from other sources during the term of any resulting contract or agreement with the Contractor.
- f) Contractor must respond within two hours after the initial placement request. Initial placement response is defined as a return call to the requester to review the requirements and develop a timeline for placement. Within a maximum of two business days Contractor must provide the City with viable personnel or, if requested, resumes of viable personnel available for assignment.
- g) Contractor must adequately screen and document all personnel that are referred to the City in order to confirm the appropriateness of their working in a public facility and their fitness for the assigned duty (or duties) to be performed. Screening may include, but is not limited to, background checks, drug testing, and reference checks. The City reserves the right to request multi-county background checks and national background checks.

- h) Random driver's license checks, verified through the motor vehicle department to validate an active license and good driving record, must be conducted on a monthly basis.
- i) Any costs associated with the above-mentioned screenings must be Contractor's responsibility, except those listed as Additional Services in Compensation section 2.1. The City may request confirmation of such screenings and the documented results.
- j) Contractor's personnel must comply with all instructions pertaining to conduct and building regulations issued by the City. Contractor's personnel must demonstrate good personal grooming and dress appropriately for the type of job assigned. All personnel are subject to the City's Policies and Procedures for Drug and Alcohol Testing.
- k) Temporary personnel required to operate City vehicles as part of their work assignment must not be placed at the City if they have an alcohol or drug related impairment offense on their driving record within the past three (3) years.
- l) The City does not typically provide detailed job descriptions when requesting temporary employees. Contractor can request a detailed written job description if specialized skills are requested by the City.
- m) Contractor must assign its provided personnel to work under City's supervision, direction and control. City must assign tasks and have direct control over daily activities. The City must have sole authority for determining the acceptable quality of the work, work product, or completed operations performed or completed by Contractor's personnel. Contractor's personnel have no authority to sign or approve drawings, plans, computer programs or any other finished work.
- n) Any work product such as reports, drawings, graphs, or charts, produced by Contractor's personnel must be provided to and be the sole property of the City. Contractor and personnel must not release such work or other information obtained or produced without the prior written consent by the City.
- o) In the event any Contractor's personnel fails to adhere to City's directives or demonstrates that they are not qualified to perform the required duties, the City must notify Contractor, who must replace such personnel no later than the following business day. Contractor must waive all charges, rates, and fees if a temporary employee is unacceptable to the City and Contractor is notified within the first eight (8) hours after a temporary employee reports to the City for the assigned duty.
- p) The City reserves the right to request the personnel provide their own tools and to state what tools will be required.
- q) The City requires that the awarded Contractor maintain a local office.
- r) The City acknowledges that Contractor has invested substantial resources in recruiting, screening, training, and retaining a temporary workforce. The City agrees that if it uses the services of any of Contractor's personnel as the City's employee, as an independent contractor or indirectly through any other staffing firm or other third party prior to that particular personnel's completion of 720 work hours or within 180 days after the personnel's completion of an assignment for the City, the City must notify Contractor and either: (a) continue the personnel's assignment from Contractor until such time as that individual completes 720 hours through Contractor; or (b) pay Contractor a conversion fee in an amount derived from the following conversion formula: $(720) - (\text{number of hours the personnel has already worked for the City}) \times (1/2 \text{ of personnel's hourly wage})$.

2. Reporting Requirements

- a) Contractor must submit a monthly report of all personnel working or having worked for the City of Aztec that month to the Human Resources Department, on or before the 28th of every month, via email to Heather Bell at hbell@azecnm.gov
- b) A report of random driver's license checks verified through the motor vehicle department must be submitted to the City's Human Resources Department, on or before the 28th of every month, via email to Heather Bell at hbell@azecnm.gov. If requested, a copy of this report must also be submitted to the appropriate City department.

3. Payroll Requirements

- a) The City reserves the right to determine and set the pay rate for the temporary personnel it hires.
- b) Under no circumstances must the City be held responsible for handling any associated payroll costs and tax obligation including, but not limited to Federal income tax withholding, FICA, State income tax withholding, or unemployment compensation. The City must be responsible solely for their contractual obligation to the Contractor.
- c) Contractor must reimburse City for any improper charges, which may result from fraudulent timecards prepared by Contractor's personnel, which have not been signed and approved by the City's authorized representative and are discovered within one (1) year after payment by City.
- d) Personnel furnished by the Contractor are not entitled to participate in any of the City's employment plans or benefits.
- e) The City is a PERA affiliated public employer. The City does not endorse or approve any temporary employment practice designed to circumvent the applicable PERA statutes pertaining to affiliated retirees' reemployment in the public sector to an affiliated public employer. Reference Section 10-11-8 of NMSA 1978.
- f) The hourly rate for minimum wage positions may be increased if there is an increase in the Federal minimum wage. The amount of increase in the hourly bill rate must not exceed the amount of the increase in the pay rate to the temporary employee and must not exceed the amount of the increase in the minimum wage. The City must only adjust those positions that are paid the Federal minimum wage rate.

4. Pricing Information

- a) All screening and placement costs associated with this contract are the responsibility of the Contractor.
- b) Contractor may request a fixed-fee adjustment after the first year of the contract if they provide backup documentation showing how they arrived at their proposed percent markup. Backup documentation must include: Payroll Breakdown with percentages + Overhead % + Profit % = 100% of Proposed markup percent.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

- a) The Offeror shall submit with their Proposal, a summary of technical competence of the firm, based on similar services provided to governmental entities by the Offeror. Offeror shall include qualifications and recent experience of the firm and key personnel relative to providing Temporary Employment Services as listed in this RFP.
- b) All screening and placement costs associated with this contract are the responsibility of the Contractor.
- c) The Offeror shall include in its proposal responsibilities and relevant experience of the person(s) who will be actively engaged in the City's placement process.
- d) The Offeror shall list the approximate number of active and qualified temporary employees currently available for each classification group identified on Fee Calculation and Cost Proposal Form (Appendix F) or another report by classification type available through Offeror's current reporting system.
- e) The Offeror shall include in its proposal any other information which may be helpful to the City in determining the Offeror's qualifications to perform under a resulting contract or agreement.

2. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three (3) years.

Offerors are required to submit APPENDIX G, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D.

Name: Brenda Blake, Procurement Specialist
Contact: (505) 334-7652
Email: procurement@aztecnm.gov

It is the Offeror's responsibility to ensure the completed forms are received on or before **October 20, 2025, or before 3:00pm MST** for inclusion in the evaluation process.

Organizational References that are not received or are not complete may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Specialist and the Evaluation Committee will jointly contact the submitted reference so that the Procurement Specialist and all members of the Evaluation Committee receive the same information. Additionally, the City of Aztec reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Paragraph C.17.

In addition to Appendix G responses, Offerors are encouraged to include applicable client information in their proposal:

- Client name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP; and
- Client project manager name, telephone number, fax number and e-mail address.

A. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX B. The form **must** be completed and **must** be signed by the person authorized to obligate the company.

2. Campaign Contribution Disclosure Form

The Offeror **must** complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX C)

3. Debarment/Suspension Form

The Offeror **must** complete the Debarment/Suspension Form and submit a signed copy with the Offeror's proposal. (APPENDIX D)

4. Cost

Offerors **must** complete the Fee Calculation and Cost Form in APPENDIX F. Cost will be measured by Percentage markup and all additional services and costs listed on APPENDIX D must be justified and evidence of need documented in the proposal.

5. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **must** include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX E) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

V. EVALUATION

A. EVALUATION FACTORS SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Respondent proposals by sub-category.

Evaluation Factors (Correspond to Sections IV.B and IV.C)	Points Available
Organizational Experience in performance of comparable work, to include previous work with any public agencies in New Mexico. (Includes any information obtained from references.)	30 points
Organizational References	20 points
Letter of Transmittal Form	Pass/Fail
Campaign Contribution Disclosure Form	Pass/Fail
Debarment/Suspension Certification Form	Pass/Fail
Demonstrated competence and ability to provide services as specified/offered.	30 points
Cost -Fee Calculation Cost Form	20 points
TOTAL POINTS AVAILABLE	110
New Mexico / Native American Resident Preference	8%
New Mexico / Native American Resident Veteran Preference Points per Section IV C.7	10%

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. Organizational Experience

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. Organizational References

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Specialist and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Specialist and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. Demonstrated competence and ability

Points will be awarded based upon an evaluation to provide services as specified/offered in Section IV. Specifications.

4. Oral Presentation

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

5. New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

- a. New Mexico Resident Business Preference / Native American Resident Preference**
If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.
- b. New Mexico/Native American Resident Veteran Preference**
If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

C. EVALUATION PROCESS AND AWARD

1. Initial Review

All offeror proposals will be reviewed for compliance with requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

2. Clarifications

The Procurement Specialist may contact the offeror for clarification of the response.

3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation.

4. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated by an Evaluation Committee and assigned point values based on the factors in this RFP. Scoring may be averaged by the number of evaluators, at the discretion of City of Aztec. In addition, scoring may be rounded to the nearest hundredth. When averaging and/or rounding, additional detail will be provided where necessary or requested. City of Aztec may, at their discretion, choose to negotiate with the highest-ranking offeror(s) any aspect of this RFP or the proposal submitted, prior to awarding. The responsible offeror(s) whose proposal is deemed most advantageous to City of Aztec, taking into consideration the evaluation factors in this RFP, may be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

5. Award

City of Aztec anticipates that one award will be made under this RFP to the highest-ranking offeror as best meets the needs of the City of Aztec and its members and participating entities.

APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSAL
RFP 2026-883 Temporary Employment Services

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX H.

The acknowledgement of receipt should be signed and returned to the Procurement Specialist no later than 5:00 PM MST on September 30, 2025. Only potential Respondents who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Respondent written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Brenda Blake, Procurement Specialist
RFP 2026-883 Temporary Employment Services
City of Aztec
201 W Chaco
Aztec NM 87410
E-mail: procurement@aztecnm.gov

APPENDIX B: LETTER OF TRANSMITTAL FORM

REQUEST FOR PROPOSALS TRANSMITTAL FORM
RFP 2026-883 Temporary Employment Services
Sealed proposals due by **October 20, 2025 3:00 P.M. MST**

1. RESPONDENT INFORMATION

COMPANY NAME

ADDRESS/CITY/STATE/ZIP

If a corporation, state of incorporation: _____

New Mexico Tax ID No: _____ Federal Tax Id No: _____

2. CONTACT PERSON TO CLARIFY/RESPOND TO INQUIRIES

NAME

TELEPHONE NUMBER

TITLE

EMAIL ADDRESS

3. PERSON AUTHORIZED TO CONTRACTUALLY OBLIGATE ON BEHALF OF THIS OFFER

NAME

TELEPHONE NUMBER

TITLE

EMAIL ADDRESS

4. PERSON AUTHORIZED TO NEGOTIATE ON BEHALF OF THIS OFFER

NAME

TELEPHONE NUMBER

TITLE

EMAIL ADDRESS

IMPORTANT – PROPOSALS MUST BE SUBMITTED ELECTRONICALLY THROUGH THE CITY’S E-PROCUREMENT SYSTEM VIA BIDNET DIRECT.

Sealed proposals will be received until **October 20, 2025, 3:00 P.M. MST** and then opened at **City of Aztec Finance Office**. The opening of proposals shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process.

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this Request for Proposal (“RFP”), and that the undersigned Respondent has read and understands the scope and conditions of the RFP.

The undersigned accepts the Conditions Governing the Procurement, as required in Section II.C.1. ☐

The undersigned concurs that submission of our proposal constitutes acceptance of Section V of this RFP. ☐

The undersigned acknowledges receipt of any and all amendments. ☐

The undersigned hereby proposes to perform necessary professional services for the amount and upon the conditions stated in this proposal after notice of the contract. ☐

The Respondent further warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Respondent certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding Contracting with a public officer or City employee or former City employee have been followed.

The undersigned, in submitting this proposal, represents that Respondent is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, or physical or mental handicap as specified in Sec. 28-1-7 NMSA 1978 in the performance of this contract.

To be a valid proposal, person authorized to contractually obligate organization must sign:

Signature

Title

Date

APPENDIX C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS MADE TO: Mayor Michael A Padilla, Sr, Mayor-ProTem Kenneth B. George, Commissioner Austin R. Randall, Commissioner Colby L King, and/or Commissioner Jim Crowley.

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)
—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

APPENDIX D: DEBARMENT/SUSPENSION CERTIFICATION FORM

DEBARMENT/SUSPENSION CERTIFICATION FORM

THE FOLLOWING MUST BE CERTIFIED IF THIS PROCUREMENT IS \$60,000 OR GREATER

CONFLICT OF INTEREST

No elected official or employee of the City of Aztec (COA) has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any COA elected official or employee, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with any federal entity, state agency or local public body. The Vendor agrees to provide immediate notice to the COA Purchasing Office in the event of being suspended, debarred or declared ineligible by any entity (federal, state or local), or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION STATUS requirements RFP SEC II Conditions Governing The Procurement: C General Requirements: Disclosure Regarding Responsibility and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: _____ Title: _____ Date: _____

Names Typed: _____ Company Name: _____

Address: _____ City/State/Zip: _____

APPENDIX E: NEW MEXICO PREFERENCE

New Mexico Preference for Resident, Resident Veteran, Resident Native American and Resident Native American Veteran Proof of Certification.

Preference will be given for NM Resident, NM Resident Veteran, NM Resident Native American, and NM Resident Native American Veteran contractors. These preferences are not cumulative and do not apply to contracts utilizing federal funds.

All contractors wishing to obtain resident preference are required to submit a current Resident Business/ Contractor Preference Certificate issued by the New Mexico Department of Taxation and Revenue. All preference numbers issued prior to January 1, 2012 are invalid. It is the sole responsibility of Bidders to obtain certification prior to the bid opening date. For additional information call 505-827-0951 or go to :<https://www.tax.newmexico.gov/businesses/business-preference-certification/>

A copy of Resident, Resident Veteran, Resident Native American, or Resident Native American Veteran Certification must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident / veterans' preference to this procurement:

Please check only one:

- ☐ New Mexico Resident
- ☐ New Mexico Resident Veteran
- ☐ New Mexico Resident Native American
- ☐ New Mexico Resident Native American Veteran

Please attach certification following this declaration.

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

APPENDIX F: FEE CALCULATION AND COST FORM

RFP #2026-883
TEMPORARY EMPLOYMENT SERVICES

FEE CALCULATION AND COST FORM
(1 OF 3 pages)

When contracting with City of Aztec, Contractors shall use the “Percentage markup” pricing model set forth in this RFP. With exceptions to “Additional Services and Costs” which will be submitted with “Total Cost” pricing.

Company Name: _____ hereby agrees to comply with the Percentage markup and Total Cost Service model set forth in this RFP for providing price quotes to the City of Aztec and further acknowledges by signing that the Service Fee specified will be considered a firm fixed percentage/total cost should a contract be awarded.

Signature

Printed Name and Title

Please use the blank lines provided to fill in Percentage markup. The City reserves the right not to use any of these positions, to add, or remove any positions. The City’s worker’s comp classification codes listed may not be up to date.

It is the awarded Offeror’s responsibility to properly classify their employees.

CONTINUED (2 OF 3)
FEE CALCULATION AND COST FORM

Position Title	Work Comp Code	Payrolled Mark Up %	Recruited Mark Up %
SEWAGE PLANT	7580	%	%
SEWER-CONSTRUCTION	6306	%	%
COOKS	9063	%	%
GROUNDSKEEPER	9102	%	%
ELECTRICIAN, BUILDING MAINTENANCE WORKER, PLUMBER, JANITORIAL	9015	%	%
WATERWORKS	7520	%	%
ANIMAL SHELTER	170	%	%
ANIMAL CONTROL	34	%	%
COMPUTER PERSONNEL, PLANNERS, EXPEDITERS, CLERICAL	8810	%	%
PARKS	9102	%	%
DRIVERS NOC	7380	%	%
LIBRARY/MUSEUM	8868	%	%

CONTINUED (3 OF 3)
FEE CALCULATION AND COST FORM

ADDITIONAL SERVICES AND COSTS:	Total Cost to City Payrolled	Total Cost To City Recruited
ADDITIONAL DEPARTMENT OF TRANSPORTATION (DOT) DRUG TEST, IF REQUESTED BY CITY & NOT PART OF INITIAL SCREENING - SEPARATE INVOICE ITEM PER REQUESTED TEST	\$	\$
6-PANEL DRUG SCREEN	\$	\$
10-PANEL DRUG SCREEN	\$	\$
CERTIFIED PAYROLL (PURSUANT TO NMSA 13-4-11)	\$	\$

Optional - any additional requirements or suggestions by offeror/vendor to evaluated.

APPENDIX G: ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The City of Aztec, as a part of the RFP process, requires Respondents to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Respondent's experience relevant to the scope of work in an effort to establish Respondent's responsibility. Respondent is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to **submit the Reference Form directly to:**

Brenda Blake, Procurement Specialist
201 W Chaco
Aztec NM 87410
E-Mail procurement@aztecnm.gov

by **October 20, 2025, 3:00 PM MST**, for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

**RFP 2026-883 TEMPORARY EMPLOYMENT SERVICES
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR: _____**

(Name of Respondent)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the City of Aztec via e-mail at:

Name: Brenda Blake, Procurement Specialist
Address: 201 W Chaco, Aztec NM 87410
Telephone: 505-334-7652
Email: procurement@aztecnm.gov

no later than October 20, 2025, 3:00 PM MST, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Aztec Procurement Specialist listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

Company providing reference	
Contact name and title/position	
Contact telephone number	
Contact fax number	
Contact e-mail address	
Project description	
Project dates (starting and ending)	

QUESTIONS:

In what capacity have you worked with this vendor in the past?

COMMENTS:

How would you rate this firm's knowledge and expertise?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

What is your level of satisfaction with hard-copy materials produced by the vendor?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

How would you rate the dynamics/interaction between the vendor and your staff?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

How satisfied are you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

With which aspect(s) of this vendor's services are you most satisfied?

COMMENTS:

With which aspect(s) of this vendor's services are you least satisfied?

COMMENTS:

Would you recommend this vendor's services to your organization again?

COMMENTS:

APPENDIX H: SAMPLE CONTRACT

CITY OF AZTEC
Professional Services Agreement

This agreement is made and entered into on this ___ / ___ /2025 (Upon Execution, the Effective Date will be the last signature date) by and between <OFFEROR AWARD TO>, hereinafter referred to as the "Contractor", and the City of Aztec, New Mexico, hereinafter referred to as the "City".

WHEREAS, the City has deemed it necessary to retain the services of the Contractor to perform services on behalf of the City; and

WHEREAS the City desires to engage the Contractor to provide said services; and conditions of this agreement.

THEREFORE, it is mutually agreed by and between the parties that:

1. **Scope of Services:**

Contractor agrees to perform the services as set forth in contract documents, including Attachment A attached hereto ("Services") in a timely manner and in accordance with the terms and conditions of this Agreement and applicable laws. Contractor shall furnish, at its own expense, all labor, transportation, materials, consumables, qualified supervisory personnel, tools, equipment and facilities, to properly perform the Services, except as otherwise provided in the Scope of Services.

2. **Compensation:**

- a. For Basic Services, as described in **Exhibit A**, Basic Compensation shall be computed as follows:

COST PROPOSAL SCHEDULE
FOR RFP: TEMPORARY EMPLOYMENT SERVICES,
RFP #2026-883 - DUE DATE: **OCT 15, 2025 @ 3:00 P.M.**

Position Title	Work Code	Comp Mark Up %	Payrolled Mark Up %	Recruited Mark Up %
SEWAGE PLANT	7580		%	%
SEWER-CONSTRUCTION	6306		%	%
COOKS	9063		%	%
GROUNDKEEPER	9102		%	%
ELECTRICIAN, BUILDING MAINTENANCE WORKER, PLUMBER, JANITORIAL	9015		%	%
WATERWORKS	7520		%	%
ANIMAL SHELTER	170		%	%
ANIMAL CONTROL	34		%	%
COMPUTER PERSONNEL, PLANNERS, EXPEDITERS, CLERICAL	8810		%	%
PARKS	9102		%	%
DRIVERS NOC	7380		%	%
LIBRARY/MUSEUM	8868		%	%

(See Exhibit A – COST Proposal SCHEDULE)

- b. Effective the date of this Agreement, the above markup fee shall be applied to both Recruited and Payrolled Temporaries currently on contract with the City.
- c. For Additional Services (if requested by the City), not part of the initial employment screening:

ADDITIONAL SERVICES AND COSTS:	Total Cost to City Payrolled	Total Cost To City Recruited
ADDITIONAL DEPARTMENT OF TRANSPORTATION (DOT) DRUG TEST, IF REQUESTED BY CITY & NOT PART OF INITIAL SCREENING - SEPARATE INVOICE ITEM PER REQUESTED TEST	\$	\$
6-PANEL DRUG SCREEN	\$	\$
10-PANEL DRUG SCREEN	\$	\$
CERTIFIED PAYROLL (PURSUANT TO NMSA 13-4-11)	\$	\$

- d. Any costs for Additional Services not included in paragraph A above will not be paid under this Agreement, with the exception of costs related to new or optional services negotiated subsequent to this Agreement as amended.
- e. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Services, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year (June 30) in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

3. **Changes to Services:**

City may, at any time, revise the Services by providing written notice to Contractor of the required changes. Contractor may propose changes to the Services to City, but such proposed changes will only become effective upon obtaining the written approval of a City contracting agent or City officer/official. The rate of compensation set forth in **Section 2 "Compensation"** may only be changed by a written agreement of the Parties signed and dated by a City contracting agent or City officer/official and Contractor.

4. **Term:**

This Agreement shall remain in full force and effect from the Effective Date until <AWARD DATE>, unless terminated earlier as provided herein. This Agreement shall be renewed automatically, subject to the appropriation of funds by the City Council, from year to year for four (4) additional consecutive one (1) year periods.

5. Termination:

5.1 Termination for Cause: If, through any cause, the CONTRACTOR fails to fulfill in a timely and proper manner the Contractor's obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the CITY may order CONTRACTOR by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the CONTRACTOR fails to correct the cause within five (5) working days of date of written notice, CITY shall have the right to immediately terminate this Agreement. The CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

5.2 Termination for Convenience: The City Manager may, upon advance written notice to Contractor, suspend, abandon or terminate the Services, or any portion of the Services thereof, and terminate this Agreement, for any reason whatsoever including for the convenience of City without regard to whether or not Contractor has defaulted or failed to comply with the provisions of this Agreement. If the City Manager terminates the Services, or any portion of the Services thereof for convenience, City shall pay Contractor for all parts of the Services performed prior to the effective date of termination, including materials provided, in conformity with this Agreement, plus an amount for the Contractor's substantiated, reasonable direct costs necessarily incurred in preparation for the parts of the Services not yet performed and in shutting down its operations; plus an amount for a reasonable part of the profit Contractor would otherwise have earned for the percentage of Services performed prior to such termination, provided that the total sum payable to Contractor upon termination shall not exceed the unpaid balance of Contractor's compensation under **Section 2 "Compensation"**. Contractor shall not be entitled to any other costs or damages whatsoever arising out of Contractor's performance of the Services and the termination by City for convenience.

5.3 Stopping Services. When City terminates the Services in accordance with "**Termination by City for Cause**" or "**Termination by City for Convenience,**" Contractor shall take the actions set forth herein. Unless City directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly (a) stop performing Services on the date and as specified in the notice of termination; (b) place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Services that is not terminated; (c) cancel orders and subcontracts, upon terms acceptable to City, to the extent that they relate to the performance of Services terminated; (d) assign to City all of the right, title, and interest of Contractor in all orders and subcontracts related to Services which shall continue; (e) deliver completed work to City and take such action as may be necessary or as directed by City to preserve and protect the work, work site, and any other property related to the Services in the possession of Contractor in which City has an interest; and (f) continue performance only to the extent not terminated.

5.4 Suspension of the Services. City may, for any reason, at any time and from time-to-time, by written notice to Contractor, suspend the carrying out of the Services or any part thereof, whereupon Contractor shall suspend the carrying out of the Services or any part thereof for such time or times and in such manner as City may require. During any such suspension, Contractor shall properly protect and secure the results of the Services in such manner as City may reasonably require. Unless otherwise instructed by City, Contractor shall, during any such suspension, maintain its staff and labor on or near the work site and otherwise be ready to proceed with the Services upon receipt of City's further instructions. City and Contractor shall negotiate a change order to address the impact of such suspension on Contractor's compensation and the term of this Agreement in accordance with **Section 3 "Changes to Services"** of this Agreement.

5.5 Termination by Contractor for City Default. Subject to City's right of set-off, if City fails to pay Contractor any undisputed amount due hereunder, and such failure continues for thirty (30) days following receipt of written notice thereof from Contractor, then Contractor shall be entitled to suspend further performance of the Services and be paid its costs during the period of suspension in the same manner as provided in **Section 5.4** until the undisputed amount due, plus applicable interest, has been paid. If (a) such failure continues for an additional period of thirty (30) days or (b) Contractor's Services under this Agreement are delayed by an event of Uncontrollable Forces (as defined in **Section 18** herein), and/or suspended by City, for one hundred eighty (180) days or more, then Contractor shall be entitled to terminate this Agreement by written notice to City and be paid its costs in the same manner as provided in **Section 5.4**.

Delivery of Documents. Upon the suspension, abandonment, or termination of this Agreement, in whole or in part, Contractor shall execute and deliver all such instruments and take all such steps, including assignment of its contractual rights with third parties, as may be required to fully vest in City all right, title, and interest in all Services, including but not limited to all plans, specifications, materials, and equipment procured and all contractual rights, and/or cancel or terminate, at City's option, such of those contractual rights including, but not limited to, subcontracts and purchase orders as may be requested in writing by City.

6. Contractor Representations and Corrective Action.

6.1 In addition to other representations and warranties contained in this Agreement, Contractor represents and warrants to City that:

- (a) Contractor has performed similar Services and possesses the specific training, skills, knowledge, necessary personnel, and legal right to perform the Services. Contractor shall provide in connection with the Services the standard of care, skill, and diligence normally provided by a Contractor in the performance of similar services and warrants that all such Services shall be performed in accordance with sound and accepted industry standards and practices, and in accordance with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as amended from time to time (including but not limited to all applicable environmental, health and safety, cultural preservation and natural resources management laws, statutes, regulations, rules, and ordinances, as amended from time to time).
- (b) The compensation described in **Section 2 "Compensation"** is reasonable compensation for the performance of the Services, as represented by this Agreement, including all exhibits, and Contractor's independent evaluation of the Services to be performed and investigation of site conditions.
- (c) Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Services and perform Contractor's obligations required by this Agreement.
- (d) Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Services and perform the obligations required by

this Agreement and has sufficient experience and competence to do so and is properly insured and licensed to perform the Services.

- (e) Contractor is the holder of or will take the necessary action to obtain all consents, licenses, permits, or other authorizations required to allow it to operate or conduct its business now and as contemplated by this Agreement and to perform the Services under this Agreement.

- (f) No services performed or goods provided by Contractor shall cause any process, procedure, hardware, software, firmware, micro-code, equipment, component or device or any part thereof that is used in City's operations and is currently Date Data Compliant, to thereafter cease to be Date Data Compliant. Contractor represents and warrants that all services rendered by Contractor to City pursuant to this Agreement shall be Date Data Compliant and that all processes, procedures, hardware, software, firmware, micro-code, equipment, components, devices or any part thereof provided by Contractor to City in rendering such services are designed to be Date Data Compliant. For purposes of this Agreement, "Date Data Compliant" means that all date-data is electronically recognized, handled and manipulated without interruptions or inaccuracies.

6.2 Contractor shall remedy, at its own expense, any problems or damages arising out of Contractor's failure to perform the Services in accordance with this Agreement. If Contractor does not take the necessary corrective action within a reasonable time after receipt of City's written notice of the problem, City may take such corrective action through itself or through contract with others, and shall charge Contractor for all such costs incurred by City. The rights and remedies of City provided for in this **Section 6** are in addition to and do not limit any other rights and remedies available to City at law or in equity.

7. Regulatory Proceedings:

Contractor shall testify, when required by City, on City's behalf in any court or governmental or regulatory agency hearings or proceedings relative to the Services performed under this Agreement. Contractor's testimony shall be limited to the scope of services performed by Contractor per the Services, subject to compensation at negotiated rates.

8. Status of Contractor:

The Contractor and his agents and employees are independent contractors performing professional services for the City and are not employees of the City of Aztec. The Contractor, and his agent and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Aztec as a result of this Agreement. Neither shall the City be liable to the Contractor nor its Agents, nor their estates for any injury to person or property incurred in the course of the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the City or its Agents acting within the scope of their employment and official duties.

9. Liability:

9.1 Contractor General Indemnity. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, including its affiliates, directors, officers, officials, employees, and agents, from and against liability, claims, damages, losses or expenses, including attorney fees, arising out of, or resulting from performance of the Services or this Agreement, but only to the extent that the liability, damages, losses, or costs are caused by, or arise out of, the acts or omissions of Contractor, any subcontractor of Contractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. This indemnification provision shall apply equally to injuries to Contractor's employees.

9.2 Compliance with Laws. Contractor shall indemnify, defend, and hold harmless City from and against any claims, damage and expense (including reasonable attorney fees) arising out of the violation by Contractor of any applicable law, rule regulation, or ordinance relating to Contractor's operations and performance of the Services.

9.3 Intellectual Property Rights Infringement Indemnity. Contractor warrants that none of the Services, or the results thereof, performed by Contractor, or the documents, goods or equipment produced, designed, fabricated, or assembled by Contractor pursuant to this Agreement infringe upon or violate any patent, copyright, trade secret, or any other intellectual or property rights of any third party. If any third party makes a claim or commences a proceeding against City alleging such an infringement or violation, Contractor shall indemnify, defend and save harmless City, its directors, officers, officials, employees, agents and affiliates from and against all damages and costs incurred by or awarded against City (including court costs and reasonable attorney fees). City will notify Contractor if any such claim is made or proceeding is commenced. City may, at its option, be represented by separate legal counsel in any such claim or proceeding. Contractor shall reimburse City the costs and expenses incurred by City in being so represented, including reasonable attorney fees. If the use of any of the Services, or the results of such Services, or documents, goods, or equipment, or any part thereof, furnished under this Agreement is held in any such claim or proceeding to constitute an infringement and/or is enjoined, whether temporarily or permanently, Contractor shall, at its sole cost and expense, either:

- (a) procure for City the right to use the results of such Services or such documents, goods and equipment; or
- (b) replace the results of such Services or such documents, goods, or equipment with non-infringing results, documents, goods or equipment having the equivalent functionality as the infringing or allegedly infringing results, documents, goods or equipment; or
- (c) modify the results of such Services or such documents, goods, or equipment so as to make them non-infringing, but equivalent in functionality.

9.3.1 Best Efforts. Contractor shall use its best efforts to obtain for the benefit of City identical intellectual property rights indemnification protection in all subcontracts, purchase orders, and other agreements entered into under this Agreement.

9.4 Limitation. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, NOR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS INTERRUPTION, HOWEVER SAME MAY BE CAUSED. THIS LIMITATION ON CONSEQUENTIAL DAMAGES DOES NOT APPLY TO CLAIMS FOR PERSONAL INJURY, WRONGFUL DEATH OR DIRECT DAMAGES TO PROPERTY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR PUNITIVE DAMAGES.

9.5 Bribes and Gratuities. By law (Section 13-1-191, NMSA, 1978) the City is required to inform Offerors/Bidders/Contractors/Consultants/Sellers/Suppliers of the following:

- (a) it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978);
- (b) it is a third-degree felony to commit the offense of demanding or receiving a bribe buy a public officer or public employee (Section 30-24-2, NMSA, 1978);
- (c) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); and
- (d) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

10. Assignment:

Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due under this agreement without the prior approval of the City.

11. Subcontracting:

It is understood and agreed that City has chosen Contractor based on Contractor's qualifications to perform services of the nature contemplated by this Agreement. Accordingly, Contractor shall not assign, transfer, subcontract or otherwise dispose of any of its obligations pursuant to this Agreement without first obtaining the written consent of City, which consent may be withheld if City, in its sole opinion, considers that it is not in its best interests, economic or otherwise, to do so. City may, at its option and at any time, assign this Agreement, in whole or in part. City shall promptly notify Contractor in writing of any such assignment, unless such assignment is to an affiliate of City. In the event City assigns this Agreement, it shall be relieved of all financial responsibility related to the portion of this Agreement so assigned.

12. Invoicing and Payment:

Contractor shall submit invoices to City, referencing this Agreement number and Purchase Order number, together with such documentation as City may require, at the following address:

Address: City of Aztec
201 W Chaco, Aztec NM 87410

Attention: Accounts Payable
Email: acctspayable@aztecnm.gov

If City has no objections to an invoice, it shall pay the invoice in full within ten (10) days after receipt of such invoice. If City objects to an invoice or any portion thereof, it shall notify the Contractor of its objections within ten (10) days after receipt and may withhold payment of the disputed amount. Any objections or disputes concerning invoices shall be resolved in accordance with **Section 29 "Dispute Resolution."**

13. Records and Audit:

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered for a minimum of three (3) years from the date of final payment. These records shall be subject to inspection by the City of Aztec Finance Department, Personnel Department and the New Mexico Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

14. Taxes:

Contractor shall pay all taxes and contributions for unemployment insurance, retirement benefits, pensions, annuities, and similar benefits, which may now or hereafter be imposed on Contractor by law or collective bargaining agreements with respect to persons employed by Contractor for performance of the Services. Contractor shall be liable for and shall pay and shall indemnify, defend, and hold City harmless from, all such taxes and contributions or any interest accrued and penalties imposed, and reasonable attorney fees and all taxes (including but not limited to, income, withholding, gross receipts, compensating, use and all other taxes of whatsoever kind and whatsoever nature), excises, assessments, and other charges levied by any governmental agency or authority on or because of the Services, or on any materials, equipment, services, or supplies furnished in the performance of the Services. On all invoices, Contractor shall separately show all New Mexico gross receipts, compensating, sales, and other similar taxes which are reimbursable by City to Contractor, provided that in no event will interest or penalties on such taxes be reimbursable by City. Contractor shall utilize appropriate New Mexico Nontaxable Transaction Certificates, or similar certificates from other states, where applicable, to minimize such gross receipts, compensating, sales, and other similar taxes.

15. Appropriation:

The terms of this Agreement are contingent upon sufficient monies being made available by the City of Aztec for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Aztec, this Agreement shall terminate upon written notice being given by the

City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

16. Release:

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, and the City of Aztec from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City of Aztec to any obligations not assumed herein by the City of Aztec, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

17. Confidentiality:

Any information learned, given to, or developed by the contractor in the performance of this agreement shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the City. This Agreement is subject to the provisions of the Public Records Act (Chapter 14 Article 3 NMSA 1978).

18. Uncontrollable Forces:

Neither Party shall be considered to be in default in respect to any obligation hereunder, if delays in or failure of performance shall be due to Uncontrollable Forces. The term "Uncontrollable Forces" shall mean any cause beyond the control of the Party affected and not due to its fault or negligence, including, but not limited to, acts of God, flood, earthquake, storm, fire, lightning, epidemic, war, terrorist activity, riot, civil disturbance, sabotage, inability to obtain permits, licenses, and authorizations from any local, state, tribal, or federal agency or person for any of the materials, supplies, equipment, or services required to be provided hereunder, fuel shortages, breakdown or damage to generation and transmission facilities belonging to City, failure of facilities, strikes or other labor disputes, or restraint by court or public authority, any of which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by the exercise of due diligence it is unable to overcome. Neither Party shall, however, be relieved of liability for failure of performance if such failure is due to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Nothing contained herein, however, shall be construed to require either Party to prevent or settle a strike or other labor disputes against its will. The Party whose performance hereunder is so affected shall immediately notify the other Party of all pertinent facts and take all reasonable steps to promptly and diligently prevent such causes if feasible to do so, or to minimize or eliminate the effect thereof without delay. Contractor shall make no claim for additional compensation or damages by reason of any delay due to an Uncontrollable Force; however, Contractor shall be entitled to a reasonable extension to the time schedule for delays resulting from an Uncontrollable Force.

19. Conflict of Interest:

The Contractor warrants that it currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having any such interest shall be employed by the Contractor. The Contractor warrants that

it does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process.

Contractor shall notify the City's Chief Procurement Officer if any employee(s) of the requesting department or the Purchasing Division have a financial interest in the Contractor's business operations.

20. **Intellectual Property:**

20.1 Intellectual Property Rights. Contractor agrees that all inventions made, works created and trade secrets learned by Contractor in connection with providing products or services to City pursuant to this Agreement and which relate to the business of City, including all patent, trademark, copyright, and trade secret rights thereto, belong to City. Contractor hereby assigns all such rights to City and agrees to execute all documents necessary to effect such assignment. Contractor further agrees to cooperate with City, at City's expense, in all steps necessary to protect such rights, including assisting in preparing applications, signing all necessary documents, testifying in court proceedings, and retaining secret information concerning an invention that is not public knowledge.

20.2 License. Contractor hereby grants to City a fully paid, royalty free, non-exclusive, non-terminable, perpetual license to use, copy, and create derivative works of any pre-existing copyrighted, patented and/or proprietary work that is incorporated into the Services or the results of the Services, or into the documents, goods and equipment produced, designed, fabricated and assembled by Contractor pursuant to this Agreement, including the right to create sub-licenses without any duty to account to Contractor. If so requested by City, Contractor shall cooperate with City in executing all such assignments, oaths, declarations and other documents as may be prepared by City to effect and evidence the foregoing.

20.3 Best Efforts. Contractor shall use its best efforts to obtain for the benefit of City identical intellectual property indemnification protection in all subcontracts, purchase orders, and other agreements entered into under this Agreement.

21. **Amendment:**

This agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

22. **Scope of Agreement:**

This agreement incorporates all the agreements, covenants and the understanding between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understanding have been merged into this written agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in *AMENDMENT* paragraph above.

23. **Equal Opportunity Clause:**

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

24. Fair Labor Standards

Contractor shall comply with the Fair Labor Standards Act of 1938, as amended, and any regulations issued pursuant thereto by the Department of Labor. It is agreed that all applicable laws, rules and regulations are incorporated herein by referenced in this Agreement and bind Contractor as a contractor of City.

25. Executive Orders

City is an equal opportunity employer. Pursuant to Executive Orders 11246, 11625, 11701, 11758 and 13201, as amended or superseded, in whole or in part from time-to-time, and all regulations issued thereunder, it is agreed that all applicable laws, rules, and regulations are incorporated by reference in this Agreement and bind Contractor as a contractor of City.

26. Drug and Alcohol Policy

26.1 Contractor, in the performance of any Services requiring the physical presence of its employees on City's property or on the property of others for which City has acquired access rights, shall maintain a drug and alcohol policy, as respects its employees and subcontractors involved in the performance of such Services, which policy at a minimum includes reasonable testing procedures and which advances the policy of providing a work environment that is free from the use, consumption, possession, sale, or distribution of illegal drugs or alcohol, and from the misuse of legal drugs on City's premises and work sites, including vehicles used on company business.

26.2 Contractor shall also comply with all applicable laws concerning drug and alcohol use, including, if applicable, requirements of the United States Department of Transportation. Contractor shall require that each subcontractor complies with the drug and alcohol policy requirements and applicable laws as set forth herein and, upon request by City, will provide to City verification of Contractor's and subcontractor's compliance with such policy requirements and applicable laws.

26.3 Contractor shall provide City and any public authority having jurisdiction with access to Contractor's facilities and records to audit Contractor's drug and alcohol policy, records and testing program including, if applicable, United States Department of Transportation requirements, as provided in Section 8 "Audit."

26.4 City may remove a Contractor's employee from any work or work site if City reasonably suspects the employee is under the influence of controlled substances or alcohol until such time as Contractor confirms by testing that the employee is fit for duty.

26.5 Contractor shall notify City in writing within ten (10) days any time there is a change in the person or personnel administering Contractor's drug and alcohol program.

27. Unlawful Discriminatory Practice

In responding to this solicitation, the Contractor represents that it will not practice unlawful discrimination per Section 28-1-7 NMSA 1978 and Title VI of the Civil Rights Act of 1964 - 49 CFR part 21, with regard to, but not limited to, the following: race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap, age or serious medical condition.

28. Insurance:

28.1 Prior to commencement of the Services, Contractor shall obtain the insurance required by this Agreement and all insurance that may be required under Applicable Laws. Unless otherwise indicated below, each insurance policy of Contractor shall provide, either in its printed text or by endorsement, that it shall be primary with respect to the interest of the City, and any insurance maintained by the City is in excess and not contributory to Contractor's insurance policies regardless of any like insurance coverage that the City may have. Contractor will provide the City with certificate(s) of insurance (COI) evidencing that all coverages, limits, and endorsements required herein are in full force and effect. Such COI(s) shall also reference this Agreement/Contract number. With respect to any insurance policy referenced on a COI, Contractor will (or he will cause the respective insurance carrier to) provide the City with a minimum thirty (30) days written notice in the event of cancellation, termination, non-renewal, or any other material change. Any such written notice shall also include copies of the non-renewal or cancellation notice originated by the insurance carrier. Written notice may be submitted via fax, courier, or postal service in accordance with the notice provision herein.

If Contractor fails to obtain and keep in force the insurance required hereunder, the City may obtain and maintain the required insurance in the name of Contractor and the cost thereof shall be payable by Contractor to the City on demand. Review of Contractor's insurance by the City shall not relieve or increase the liability of Contractor. Nothing in this Agreement/Contract shall be deemed to limit Contractor's liability under this Agreement/Contract to the limits of the insurance coverages required hereunder. Contractor shall be solely responsible for payment of all deductible or retention amounts pertaining to any insurance required hereby.

Where applicable, all insurance policies shall provide for waiver of subrogation in favor of the City, include cross liability provisions, and all policies, except Workers' Compensation, shall name the City and its directors, officers, officials, managers, representatives, agents and employees as additional insured, to the extent allowable under such policies.

28.2 Minimum Coverage. Without limiting any of the liabilities or other obligations of Contractor under this Agreement, including but not limited to **Section 9 "Liability,"** Contractor shall obtain and maintain in effect, at its sole cost and expense, with forms and insurers acceptable to City, until all the obligations under this Agreement are satisfied, insurance policies providing coverage protecting against claims for personal and bodily injury or death, as well as claims for property damage which may arise from operations in connection with the Services whether such operations are by Contractor or any subcontractor for at least the following minimum coverage:

Worker's Compensation Insurance. To cover obligations imposed by federal and state statutes pertaining to Contractor's employees engaged in the performance of any services, and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000).

Commercial General Liability Insurance, or the equivalent, with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. The policy shall include coverage for bodily injury liability, broad form property damage liability, blanket contractual, contractor's protective, products liability and completed operations. Where applicable, the policy shall include coverage for the hazards commonly referred to as "XCU." The policy shall be endorsed to include City as an additional insured only to the extent City is vicariously liable for the negligence, acts or omissions of Contractor.

Business Automobile Liability Insurance, or the equivalent, with limit of not less than One Million Dollars (\$1,000,000) per accident with respect to Contractor's vehicles whether owned, hired, or non-owned, assigned to or used in the performance of any Services required to be performed by Contractor pursuant to the Agreement.

Errors and Omissions. Contractor shall provide Errors and Omissions insurance with a minimum limit of One Million Dollars (\$1,000,000).

28.3 Subcontractors. Contractor shall require that each subcontractor comply with the insurance requirements set forth in **Section 28.2 "Minimum Coverage."**

29. **Dispute Resolution**

If the Parties are unable to resolve any dispute within 30 days of the occurrence of the event or circumstances giving rise to the dispute, the dispute may be submitted to mediation upon the mutual agreement of the Parties. In the event the Parties do not agree to mediate the dispute or are unable to resolve the dispute through mediation and the aggregate amount of the claim (including counterclaims) is less than Two Hundred Fifty Thousand Dollars (\$250,000), then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, § 44-7A- 8, *et seq.* (2001), as amended from time to time. A Party demanding arbitration shall give the other Party timely notice of such election pursuant to **Section 33 "Notice"** and such notice shall describe the nature of the dispute and the amount in controversy. The Parties shall then jointly select an arbitrator and failing such mutual agreement, the arbitrator shall be appointed by a District Court Judge from San Juan County, New Mexico. The arbitration shall be held in Farmington, New Mexico. Discovery shall be by agreement of the Parties or as ordered by the arbitrator, provided that the Parties shall comply with the following minimum discovery requirements: at least ten (10) calendar days prior to the arbitration, the Parties shall exchange copies of all exhibits to be used at the arbitration and a list of witnesses and a summary of the matters as to which each witness is expected to testify.

In the event the Parties do not agree to mediate the dispute or are unable to resolve the dispute through mediation, and the aggregate amount of the claim in dispute equals or exceeds Two Hundred Fifty Thousand Dollars (\$250,000), then the Parties may agree to submit the matter to binding arbitration under the New Mexico Uniform Arbitration Act, § 44-7A-8, *et seq.* (2001), as amended from time to time, and failing such agreement, either Party may bring an action in the federal or state courts of New Mexico.

All costs of mediation or arbitration, including the fees of the mediator or arbitrator, shall be split equally by the Parties, except that the Parties shall be responsible for payment of their own attorney fees, expert fees, preparation fees, travel, and similar costs. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law of the State of New Mexico. Indemnity claims are not subject to mandatory arbitration. Nothing in this **Section 29** shall affect, restrict, condition, or otherwise limit a Party's right to terminate this Agreement pursuant to **Section 5 "Termination."**

In the event of a conflict between the terms and provisions of any Purchase Order (that is incorporated herein by reference) and the terms and provisions contained in the main body or any other part of this Agreement, the terms and provisions of the Agreement shall govern and control. In the event of

a conflict between or among the terms and provisions of any of the other documents forming a part of the Agreement (incorporated by reference), the following order of priority shall apply (with higher-listed documents governing and controlling over lower-listed documents):

1st: Changes to Services	3rd: Scope and Drawings	5th: Specifications
2nd: Exhibits and Attachments	4th: City's RFB/RFP	6th: Contractor's Proposal

30. **Non-Exclusive Relationship:**

Contractor expressly acknowledges and agrees that City may enter into similar contractual arrangements with other parties and that City may assign similar services to such other parties. Further, City acknowledges and agrees that Contractor may enter into contractual arrangements with other parties during the term of this Agreement provided that the obligations of Contractor pursuant to such contractual arrangements do not in any manner interfere with Contractor's performance of its obligations to City pursuant to this Agreement.

31. **Waiver of Contractual Right:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

32. **Severability:**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

33. **Notice:**

All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

City of Aztec: Jeff Blackburn, City Manager
City of Aztec, 201 W Chaco, Aztec, New Mexico 87410

Contractor: Award to Business Name
Award to Business Address

34. **Designated Representative:**

City Designated Representative: COA Official
201 W Chaco, Aztec, New Mexico 87410

The Designated Representative's authority shall encompass but not be limited to (1) issuance of instructions, (2) interpretation of plans, (3) review and inspection of Contractor's Services, (4) rejection of nonconforming Work, (5) determination of when Services is complete, (6) approval of progress payments and final payment, and (7) first point of contact for certain Change Orders as set forth in Article 3 "Changes to Services". All field communications from Contractor to City shall be directed to the Designated Representative. City may appoint another Contract Administrator at any time by written notice to Contractor.

Contractor Project Manager: **COA Official**

All instructions, requests for Change to Services and other communications from the City to the Contractor shall be directed to the Project Manager. Contractor may appoint another Project Manager upon ten (10) calendar days' prior written notice to City. If City objects to the new appointee, Contractor shall appoint a Project Manager acceptable to City.

35. Binding Effect:

This Agreement and all provisions hereof shall inure to the benefit of and be binding upon the Parties, their successors, and permitted assigns.

36. Governing Law and Venue:

This Agreement shall be governed and interpreted in accordance with the laws of the State of New Mexico, without regard to the conflicts of law rules of that State. Any action at law or in equity or judicial proceedings instituted by a Party for the enforcement of this Agreement shall be instituted only in state or federal courts of the State of New Mexico.

37. Counterparts:

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. City and Contractor may retain a duplicate copy (e.g. electronic image, photocopy, facsimile) of this Agreement, which shall be considered an equivalent to this original.

38. Survival of Obligations:

In addition to the continuation of confidentiality obligations as specified in **Section 17 "Confidentiality,"** Contractor's representations and warranties under **Section 6 "Contractor Representations and Corrective Action,"** indemnity obligations, including those under **Section 9 "Liability,"** and **Section 26 "Drug and Alcohol"** of this Agreement, shall survive the expiration or any termination of the Agreement, it being agreed that said obligations are and shall be of a continuing nature.

39. Agreement Authors:

The Parties have agreed to this Agreement and no ambiguity shall be construed against any Party based on the identity of the author or authors of this Agreement.

40. **Entire Agreement:**

This Agreement represents the entire agreement and understanding between City and Contractor with respect to the subject matter hereof and performance of the Services, and supersede any prior understandings, representations or agreements, whether verbal or written, prior to execution of this Agreement. If any Services were performed by Contractor under verbal agreement or under a limited notice to proceed prior to the execution of this Agreement, then this Agreement shall apply thereto in the same manner as if made before such Services were performed.

This agreement shall be governed by the laws of the State of New Mexico and the Ordinances of the City of Aztec.

In witness hereof, the parties have executed this agreement as of the ____ day of _____ 2024.

CONTRACTOR:

Company Name: _____

Signed By: _____

Date: _____

Printed Name: _____

Title: _____

Federal Taxpayer Identification or
Social Security Number

NM Taxpayer Identification
Number

City Business License
Number

CITY OF AZTEC, NEW MEXICO

By: _____
Jeff Blackburn, City Manager

Date: _____

Attest: _____
Karla Sayler, City Clerk

Date: _____

Attachment A

CONTRACTOR:

1.1. Scope of Services available:

1.2. Timeframe.

1.3. Pricing.

1.4. Payment.

1.4.1. Payment Terms: Net 30 (Awarded Offeror to City of Aztec)

1.4.2. Payment Requests.

1.4.2.1. Payment requests/invoices shall be sent to City of Aztec Finance Office by email at accountspayable@aztecnm.gov (preferred) or by mail to 201 W Chaco Aztec, NM 87410.

1.4.2.2. The Contractor shall furnish an original invoice with the City of Aztec Purchase Order Number clearly indicated on each invoice.